

STATE OF ALABAMA

Ø

COUNTY OF BALDWIN

Ø

TO ANY SHERIFF OF THE STATE OF ALABAMA:

YOU ARE HEREBY COMMANDED TO SUMMON EMMIT COOPER, TO APPEAR AND ANSWER, PLEAD AND DEMUR, WITHIN THIRTY DAYS FROM THE SERVICE OF THIS WRIT IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, TO BE HELD AT THE PLACE OF HOLDING THE SAME, THEN AND THERE TO ANSWER TO THE COMPLAINT OF MOTOR CONTRACT COMPANY OF MOBILE, ALABAMA, A CORPORATION, AGAINST EMMIT COOPER.

WITNESS MY HAND THIS THE 17 DAY OF Nov., 1971.

Eunice B. Blackmon
CLERK OF CIRCUIT COURT

MOTOR CONTRACT COMPANY OF
MOBILE, ALABAMA, A CORPORATION,

Ø

PLAINTIFF

Ø

IN THE CIRCUIT COURT OF

Ø

BALDWIN COUNTY, ALABAMA

Vs.

Ø

AT LAW

EMMIT COOPER

Ø

DEFENDANTS

Ø

CASE NO: 10,112

THE PLAINTIFF CLAIMS OF THE DEFENDANT, THE SUM OF ONE THOUSAND ONE HUNDRED NINETY FOUR AND 26/100 (\$1,194.26) DOLLARS, BALANCE DUE, AFTER ALL PROPER CREDITS, ON A CONDITIONAL SALES CONTRACT WITH PROMISSORY PAYMENT AGREEMENT MADE BY THE DEFENDANT ON, TO-WIT, MAY 28, 1971, FOR THE PURCHASE OF ONE (1) 1968 FORD MUSTANG, SERIAL #8FOIT 110795, AND PAYABLE AS FOLLOWS: A FIRST PAYMENT OF EIGHTY AND 94/100 (\$80.94) DOLLARS DUE ON JUNE 28, 1971, AND A LIKE PAYMENT DUE ON EACH SUCCESSIVE MONTH THEREAFTER. THE PLAINTIFF AVERS THAT THE DEFENDANTS DEFAULTED IN THE PAYMENTS AND UNDER THE PROVISIONS OF THE CONDITIONAL SALES CONTRACT AND NOTE, THE ENTIRE BALANCE BECAME DUE AND PAYABLE.

THE PLAINTIFF AVERS THAT THE DEFENDANTS AGREED BY THE TERMS OF SAID CONDITIONAL SALES CONTRACT AND NOTE TO PAY ALL EXPENSES INCLUDING REASONABLE ATTORNEY'S FEES INCURRED IN COLLECTION OF SAME AND THE PLAINTIFF CLAIMS A REASONABLE ATTORNEY'S FEE.

A COPY OF THE AFORESAID CONDITIONAL SALES CONTRACT AND
PROMISSORY AGREEMENT IS ATTACHED HERETO AND MADE A PART HEREOF AS
THOUGH FULLY SET OUT HEREIN.

BAILEY & TAYLOR

BY:

Lloyd E. Taylor
LLOYD E. TAYLOR

ATTORNEY FOR THE PLAINTIFF

FILED

NOV 17 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

CASE NO: 10,117

I

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

MOTOR CONTRACT COMPANY OF
MOBILE, ALABAMA, A CORPORATION

PLAINTIFF

Vs.

EMMIT COOPER

DEFENDANT

Plak
C. P. 11/17/71
P.S.

TO THE SHERIFF OF
BALDWIN COUNTY, ALABAMA

DEFENDANT MAY BE SERVED AT:

ROUTE 1, Box 647,
DAPHNE, ALABAMA.

NOV 18 1971

JAYLOR WILKINS
SHERIFF

Sheriff claims 54 miles
Ten Cents per mile Total 5.40
TAYLOR WILKINS Sheriff
By J. D. Cook

Received 18 day of Nov. 19 71
and on 19 day of Nov. 19 71
I served a copy of the within on Emmit Cooper
By service on Emmit Cooper
TAYLOR WILKINS Sheriff
By J. D. Cook D.S.

I, Emmit Cooper residing at Rt. 1 Box 647 Daphne, Ala.
PURCHASER STREET CITY COUNTYI, _____ residing at _____
AND CO-PURCHASER STREET CITY COUNTYhereby agree to purchase from: Bolton Ford of Mobile, Inc. Seller, of theCity of Mobile, State of Alabama, the following described motor vehicle, together with its equipment and accessories thereon:

N or U	Make	Cyl.	H.P.	Model	Body Type	Motor or Serial #	Yr Model		
1. Used	Ford	6		Mustang	2/HT	8FOLT 110795	1968		
2.									
1.	Radio ☐	Heater ☐	Auto Trans. ☐	Spl. Trans. ☐	P.S. ☐	P.B. ☐	Window Lifts ☐	Air Cond. ☐	Other ☐
2.	☐	☐	☐	☐	☐	☐	☐	☐	☐

There are no warranties, express or implied, of merchantability or otherwise, which extend beyond the above description of the property.

INSURANCE

Purchaser may obtain the Physical Damage Insurance described below through any duly licensed insurance agent or broker, subject to Seller's right to refuse to accept an insurer offered by Purchaser for reasonable cause. If such insurance is obtained through Seller, the cost will be \$_____ for a term of 36 months, effective from the date of this Security Agreement.

Check Insurance Coverage Included in Physical Damage Insurance

☐ \$_____ Ded. Coll. ☐ Comprehensive
☐ Fire, Theft & C.A.C. ☐ Road Service ☐ Personal Effects
☐ Property ☐ Other _____

If physical damage insurance on the property is not included herein, purchaser will furnish copy of policy, with long form loss payable clause, purchased from:

Agent's name and address _____

Name of insurance company _____

Liability Insurance coverage for bodily injury and property damage caused to others is not included in this contract.

Credit Life and/or Accident & Health Insurance are not required.

No charge is made for credit insurance and no credit insurance is provided unless a charge is shown in the Itemized Sale Statement and the Purchaser who is to be insured signs immediately below. The undersigned has received written disclosure of the cost of credit insurance for the full term of the credit as shown at items 8(b) and 8(c) of the Itemized Sale Statement and desires to purchase the following credit insurance through the Seller:

☒ Credit Life Insurance only

☐ Credit Life and Accident and Health Insurance

(Signature)

Date

ITEMIZED SALE STATEMENT

1. CASH PRICE	\$ 1659.87
2. CASH DOWN PAYMENT	\$ 452.37
3. Trade-In	\$ _____
Year _____ Make _____ Model _____	
4. Liens outstanding on Trade-In	\$ _____
5. Trade-In less outstanding liens (3 minus 4)	\$ _____
6. TOTAL DOWN PAYMENT (2 + 5)	\$ 452.37
7. UNPAID BALANCE OF CASH PRICE (1 minus 6)	\$ 1207.50
8. OTHER CHARGES:	
(a) Premium, Physical Damage	\$ _____
(b) Premium, Credit Life	\$ 21.89
(c) Premium, Credit Accident & Health	\$ _____
(d) Other (Specify) Record	\$ 5.40
TOTAL OTHER CHARGES	\$ 27.29
9. UNPAID BALANCE - AMOUNT FINANCED (7 + 8)	\$ 1234.79
10. FINANCE CHARGE	\$ 222.13
11. TOTAL OF PAYMENTS - TIME BALANCE (9 + 10)	\$ 1456.92
12. ANNUAL PERCENTAGE RATE	\$ 11.64
Above Total of Payments-Time Balance is payable in <u>18</u> consecutive monthly installments of \$ <u>80.94</u> each, followed by _____ installment(s) of \$ _____ commencing on <u>June 28</u> , 19 <u>71</u> , and in addition thereto, the following BALLOON PAYMENT(S):	
\$ _____ due on _____, 19 <u>71</u>	
\$ _____ due on _____, 19 <u>71</u>	
(Insert as a Balloon Payment amount of each payment that is more than twice the amount of any otherwise regularly scheduled equal payment.) A Balloon payment may be refinanced only upon such terms and conditions as the then parties to this Agreement may agree up to its due date.	
13. DEFERRED PAYMENT PRICE (1) + 8 + 10)	\$ 1909.29

TERMS AND CONDITIONS

FOR VALUE RECEIVED the Purchaser promises to pay to the order of the Seller at Motor Contract Company of Mobile, Mobile, Alabama, or at such other place as the holder hereof may designate, the Total of Payments-Time Balance shown at item 11 of the Itemized Sale Statement in consecutive monthly installments as set out in the Itemized Sale Statement payable on the same day of each month after commencing until the Total of Payments-Time Balance is paid in full, with interest on the unpaid balance after maturity, whether by acceleration or otherwise, until paid at the rate of eight percent (8%) per annum with all costs of collection, including fifteen percent (15%) of the principal and interest as attorney's fees, if collected by law or through an attorney of law not a salaried employee of the holder hereof, plus court costs. Should any of the aforesaid installments not be paid on the day specified for payment thereof and remain unpaid for a period of 10 days or more thereafter, the Purchaser promises to pay the Holder a delinquency service charge of five percent (5%) of such installment, or \$5., whichever is less, provided that a delinquency charge will not be collected more than once for the same default. Upon prepayment in full of the Total of Payments-Time Balance, Purchaser is entitled to a refund of the unearned portion of the Finance Charge based upon the "Rule of 78's". A charge of \$25 will be deducted from the Finance Charge prior to such computation and refunds of less than \$1 will not be made.

To secure payment of the indebtedness evidenced hereby and any and all extensions or renewals thereof, and any other indebtedness which the Purchaser (or either of them) may now or hereafter owe the holder hereof and performance of all the Purchaser's obligations hereunder, the Seller has retained title to the property described above and a security interest therein and in all substitutions therefor and accessions thereto. Each Purchaser, hereby warrants that he is of legal age, is competent, and is authorized to make this instrument.

By this reference, the additional terms and conditions set out on the reverse side are incorporated herein.

WITNESS, the hands and seals of the parties hereto on the date first above written.

SELLER SIGNS
ON REVERSE SIDE

Receipt of a completely filled out copy of this contract is hereby acknowledged by the undersigned.

Purchaser, Emmit Cooper (SEAL)

It is hereby mutually agreed that insurance other than insurance on the car, covers only the person whose signature appears above.

Co-purchaser: _____ (SEAL)

I, Emmit Cooper residing at Rt. 1 Box 647 Daphne, Ala.
PURCHASER STREET CITY COUNTY
I, _____ residing at _____, Ala.
AND CO-PURCHASER STREET CITY COUNTY

hereby agree to purchase from: Bolton Ford of Mobile, Inc. Seller, of the

City of Mobile, State of Alabama, the following described motor vehicle, together with its equipment and accessories

N or U	Make	Cyl.	H.P.	Model	Body Type	Motor or Serial #	Yr Model
1. Used	Ford	6		Mustang	2/HT	8FOLT 110795	1968
2.							
1.	☐	☐	☐	☐	☐	☐	☐
	Radio	Heater	Auto Trans.	Spl. Trans.	P.S.	P.B.	Window Lifts
2.	☐	☐	☐	☐	☐	☐	☐
							Air Cond. Other
There are no warranties, express or implied, of merchantability or otherwise, which extend beyond the above description of the property:							

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INSURANCE

Purchaser may obtain the Physical Damage Insurance described below through any duly licensed insurance agent or broker, subject to Seller's right to refuse to accept an insurer offered by Purchaser for reasonable cause. If such insurance is obtained through Seller, the cost will be \$ _____ for a term of 05 months, effective from the date of this Security Agreement.

Check Insurance Coverage Included in Physical Damage Insurance

☐ \$ _____ Ded. Coll. ☐ Comprehensive
☐ Fire, Theft & C.A.C. ☐ Road Service ☐ Personal Effects

☐ Property ☐ Other _____
If physical damage insurance on the property is not included herein, purchaser will furnish copy of policy, with long form loss payable clause, purchased from:

Agent's name and address _____

Name of insurance company _____

Liability Insurance coverage for bodily injury and property damage caused to others is not included in this contract.

Credit Life and/or Accident & Health Insurance are not required.

No charge is made for credit insurance and no credit insurance is provided unless a charge is shown in the Itemized Sale Statement and the Purchaser who is to be insured signs immediately below. The undersigned has received written disclosure of the cost of credit insurance for the full term of the credit as shown at items 8(b) and 8(c) of the Itemized Sale Statement and desires to purchase the following credit insurance through the Seller:

☒ Credit Life Insurance only
☐ Credit Life and Accident and Health Insurance

(Signature)

Date

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12. ANNUAL PERCENTAGE RATE	\$ 21.64
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BALLOON PAYMENT(S):	
\$ _____ due on _____, 19 _____	
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(Insert as a Balloon Payment amount of each payment that is more than twice the amount of any otherwise regularly scheduled equal payment.) A Balloon payment may be refinanced only upon such terms and conditions as the then parties to this Agreement may agree as of its due date.	
13. DEFERRED PAYMENT PRICE (1 + 8 + 10)	\$ 1909.29

TERMS AND CONDITIONS

FOR VALUE RECEIVED the Purchaser promises to pay to the order of the Seller at Motor Contract Company of Mobile, Mobile, Alabama, or at such other place as the holder hereof may designate, the Total of Payments—Time Balance shown at Item 11 of the Itemized Sale Statement in consecutive monthly installments as set out in the Itemized Sale Statement payable on the same day of each month after commencing until the Total of Payments—Time Balance is paid in full, with interest on the unpaid balance after maturity, whether by acceleration or otherwise, until paid at the rate of eight percent (8%) per annum with all costs of collection, including fifteen percent (15%) of the principal and interest as attorney's fees, if collected by law or through an attorney at law not a salaried employee of the holder hereof, plus court costs. Should any of the aforesaid installments not be paid on the day specified for payment thereof and remain unpaid for a period of 10 days or more thereafter, the Purchaser promises to pay the Holder a delinquency service charge of five percent (5%) of such installment, or \$5, whichever is less, provided that a delinquency charge will not be collected more than once for the same default. Upon prepayment in full of the Total of Payments—Time Balance, Purchaser is entitled to a refund of the unearned portion of the Finance Charge based upon the "Rule of 78's". A charge of \$25 will be deducted from the Finance Charge prior to such computation and refunds of less than \$1 will not be made.

To secure payment of the indebtedness evidenced hereby and any and all extensions or renewals thereof, and any other indebtedness which the Purchaser (or either of them) may now or hereafter owe the holder hereof and performance of all the Purchaser's obligations hereunder, the Seller has retained title to the property described above and a security interest therein and in all substitutions therefor and accessions thereto. Each Purchaser hereby warrants that he is of legal age, is competent, and is authorized to make this instrument.

By this reference, the additional terms and conditions set out on the reverse side are incorporated herein.

WITNESS, the hands and seals of the parties hereto on the date first above written.

FILED

JAN 27 1972

EUNICE B. BLACKMON
ON REVERSE SIDE

CIRCUIT
CLERK

Receipt of a completely filled out copy of this contract is hereby acknowledged by the undersigned.

Purchaser: E. M. Cooper (SEAL)

It is hereby mutually agreed that insurance other than insurance on the car, covers only the person whose signature appears above.

Co-purchaser: _____ (SEAL)

TERMS AND CONDITIONS (Continued)

Each of the purchasers covenants and promises to:

1. Return the property described for taxation as required by law and pay all taxes which may be assessed thereon promptly when due; 2. Promptly discharged and free the described property from all liens, levies, attachments, and seizures to which the same may be subjected; 3. Obtain, keep in force and deliver to holder, fire, theft, collision and C.A.C. or comprehensive insurance with Lender's or long form loss payable clause on said property and any other insurance requested by holder. Such insurance shall be in form, amount and written by insurer satisfactory to holder. Holder, as creditor and holder of an insurable interest, is authorized to purchase any and all such insurance, at purchasers' expense, whether or not included herein. If the cost of such insurance is not included herein and purchasers do not deliver such insurance to holder within 15 days from the date hereof, or prior to termination of any delivered insurance, then holder may purchase same and purchasers agree to reimburse holder for the cost thereof on demand with interest at the highest legal contract rate. Purchasers hereby assign to holder the proceeds of such insurance (including any refund of premiums due holder) to the extent of the unpaid portion of the Total of Payments-Time Balance, direct any insurer to make payment directly to holder, appoint holder as attorney in fact to endorse any draft, and authorize holder to apply such proceeds to the payment of installments due or to become due hereunder. The holder of this Security Agreement is hereby appointed the attorney in fact for undersigned to act for them in adjusting, settling or canceling any insurance covering the property sold hereunder; 4. Keep the property described in good repair; and 5. Pay the actual and reasonable expenses of repossession, storing or selling the property herein described. Purchasers agree that neither of them will assert against an assignee of this contract any claim or defense which either of them may have against the Seller.

Each of us, whether purchaser, principal, surety, indorser, guarantor or other party hereto, hereby severally waive and renounces, each for himself and his family, any and all homestead and exemption rights either of us may have under or by virtue of the constitution or the laws of any State, or the United States, against this debt or any renewal thereof, and the purchasers, and each surety, indorser, guarantor or other party hereto, transfers, conveys and assigns to the seller a sufficient amount of the homestead or exemption that may be allowed to any of them including such homestead or exemption as may be set apart in bankruptcy, to pay this instrument in full with all costs of collection; and each further waives demand, presentment, protest and notice of protest and non-payment.

Each of the purchasers covenants and promises that he will not:

1. Sell, encumber or dispose of said property without the written permission of the holder of this instrument;
2. Remove said property from this State;
3. Use said property for any illegal purpose;
4. Misuse or abuse the property described or allow the same to be misused or abused.

Time is of the essence of this Security Agreement. If any installment of the debt hereby secured be not paid when due, or should there be any breach or default by the purchasers in any of the terms, conditions, representations, warranties, or covenants contained in this instrument, or if any execution, attachment or other writ be levied on said property, or if a petition under the Bankruptcy Act be filed by or against any of the purchasers, or if purchasers make an assignment for the benefit of creditors, or if holder of this instrument at any time deems itself insecure, then said holder shall have the right, at its option, without demand or notice of any kind, to declare this Security Agreement in default, and to declare the unpaid balance of this indebtedness immediately due and payable. Private sale of the property to the highest cash offeror of three dealers in property of like kind shall be deemed a commercially reasonable disposition. Notice of the time and place of any public sale, or of the time after which any private sale may be made, is sufficient if written notice addressed to purchasers at the address last furnished the holder of this contract is posted in the United States Mails at least five days prior thereto. Holder is authorized in the name of the Purchasers to sign and execute any transfer, conveyance or instrument in writing which may be necessary or desirable to effectuate any such disposition of the property. No disposition of any property shall extinguish any obligation of purchasers, except to the extent that the net proceeds are applied thereto.

The holder shall have the right to pay all encumbrances, and all taxes and assessments against said property and add the amount of such payments to the indebtedness herein, and be subrogated to all claims, liens and encumbrances so discharged. The powers and agency herein granted are coupled with an interest, are irrevocable and are cumulative to all remedies provided by law for the collection of said indebtedness. All warranties, covenants, and obligations hereby undertaken and all rights, privileges and powers herein granted shall bind and extend to the personal representative, heirs, successors and assigns of the parties. It is agreed that the waiver or indulgence of any default or the failure to exercise any right hereunder shall not be construed as an agreement to modify the terms of this instrument or to operate as a waiver of any subsequent default. It is further agreed that this instrument contains the entire agreement of the parties and that it may be modified or altered only in writing.

Loss or destruction of the property described from any cause shall in no way affect the liability of the purchasers to pay the indebtedness hereby undertaken. The purchasers jointly and severally waive any right of privacy of any nature in connection with this instrument, regardless of whether or not the debt evidenced thereby may be contested, and agree that the holder may at its option communicate with any persons with relation to the obligation involved or its delinquency or in any effort to obtain cooperation or help relative to the collection or payment thereof.

If the property is repossessed, purchasers agree to remove the contents of the property at the time of repossession, and failing to do so, the holder may remove the same and leave the same on the premises from which the property is repossessed. If purchasers fail to remove said contents at the time of repossession, the purchasers shall be deemed to have waived all interest in such contents. Purchasers agree to hold the holder harmless from any and all claims, damages and demands against the holder arising out of or in any way connected with loss, destruction, spoilage, deterioration or otherwise of the contents of the property, or any use which may be made of the contents of the property after the removal thereof from the property.

If this Security Agreement is signed by more than one purchaser or co-purchaser all such purchasers or co-purchasers shall be jointly and severally obligated hereunder.

ASSIGNMENT AND ENDORSEMENT

For value received the undersigned hereby assigns the sales Security Agreement hereon to the Motor Contract Company of Mobile and hereby transfers title vehicle described therein to said assignee and warrants that the facts set forth in the Security Agreement are true, that said motor vehicle is free of all liens and encumbrances of whatever nature or kind; that said instrument is genuine and in all things what it purports to be, and that the undersigned has title to said motor vehicle and has a right to transfer title thereto; that said sales Security Agreement constitutes a valid subsisting and perfected first lien on said motor vehicle; that all parties thereto were over 21 years of age when executing the Security Agreement and had capacity to contract and that the undersigned has no knowledge of any facts which impair the validity of said instrument or render it less valuable or valueless and further that the undersigned believes that the facts stated in the buyer's credit statement enclosed are true.

The undersigned warrants that he does not know or have any reason to know that there is or that there is to be any extension of credit to buyer in connection with the purchase by him of the motor vehicle described in said sales Security Agreement other than such as are recited therein, and that there are no agreements, arrangements or understandings between the undersigned and the buyer whereby the buyer may make repayment other than as recited in the Security Agreement. The warranties herein contained are made to induce assignee to purchase this Security Agreement, and if any be untrue, with or without knowledge of the undersigned or reliance thereon by assignee, the undersigned will on demand purchase this Security Agreement from the assignee for the balance remaining unpaid. No obligation or liability of undersigned or manufacturer of said motor vehicle is assigned to or assumed by assignee. Undersigned waives all demands and notice of default, and agrees that assignee, without notice to undersigned, may extend time to or release any rights against purchasers or any other obligor.

By signature below, undersigned both assigns the Security Agreement and indorses the written promise to pay, assuming that liability for payment specified in the numbered block in which signature appears.

(1) FULL REPURCHASE

Pay to **MOTOR CONTRACT COMPANY OF MOBILE,**

Mobile, Alabama

without recourse except that the undersigned agrees to purchase from it the motor vehicle described in this Security Agreement in accordance with its reserve and repurchase agreement and assignment above.

Signed _____ Dealer

By _____ Title

(2) LIMITED REPURCHASE

Pay to **MOTOR CONTRACT COMPANY OF MOBILE,**

Mobile, Alabama

without recourse, excepting that if the maker fails to pay any of the first installments of this Security Agreement when due, then the undersigned will pay to the holder hereof an amount equal to the entire unpaid balance thereof in purchase of the motor vehicle described in this Security Agreement and note.

Signed _____ Dealer

By _____ Title

(3) FULL RECOURSE

Pay to **MOTOR CONTRACT COMPANY OF MOBILE,**

Mobile, Alabama

Signed _____ Dealer

By _____ Title

(4) WITHOUT RECOURSE

Pay to **MOTOR CONTRACT COMPANY OF MOBILE,**

Mobile, Alabama

Signed _____ Dealer

By _____ Title

Note: If a corporation, signature must be in name of corporation by officer having authority from board of directors to sign. If a partnership, by one of the partners.